

Exhibit A

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

_____)	
THE E.B. HORN COMPANY)	
)	
Plaintiffs,)	
)	
v.)	Civil Action No.: 1:16-cv-10618
)	
)	(JURY TRIAL DEMANDED)
HORN'S JEWELER, INC.)	
)	
)	
Defendant.)	
_____)	

STIPULATION FOR ENTRY OF JUDGMENT
AND STIPULATION OF DISMISSAL OF ALL REMAINING CLAIMS

The Parties in the above-captioned action, Plaintiff E.B. Horn Company ("E.B. Horn") and Horn's Jewelers, Inc. ("Jewelers") hereby agree as follows:

1. That Judgment shall enter as set forth below:
 - a. Jewelers desires to change its name, and based on an agreement with Jewelers, a permanent injunction shall issue prohibiting Jewelers, its successors, assigns, and principals from using the term "Horn," and that Jewelers agrees to use its best efforts to cease and desist on or before November 1, 2016 from using the term "Horn" including colorable imitations thereof or any terms that are confusingly similar thereto, including, but not limited to "HORN'S" or "HORNS", in connection with its retail jewelry services or any of Jeweler's current goods of services, and in any and all Promotional Materials (as defined in the Settlement Agreement between the Parties dated September ____, 2016).

- b. Further, it is agreed between the Parties that in the event Jewelers does not cease and desist from using the term "Horn" including colorable imitations thereof or any terms that are confusingly similar thereto, including, but not limited to "HORN'S" or "HORNS", in connection with its retail jewelry services or any of Jeweler's current goods or services, and in any and all Promotional Materials by February 1, 2017, that Jewelers shall be liable to E.B. Horn for any and all attorneys' fees and costs related to the filing of the Complaint in this action and any proceedings to enforce this Agreement.
- c. Jewelers shall not be liable to E.B. Horn for any fees and costs related to the filing of the Complaint, this action or any proceedings to enforce this Agreement arising from any inadvertent or immaterial use of the term "Horn" including colorable imitations thereof or any terms that are confusingly similar thereto, including but not limited to "HORN'S" or "HORNS," in connection with its retail jewelry services or any of Jeweler's current goods or services and in any and all Promotional Materials on or after February 1, 2017, so long as Jewelers corrects such inadvertent use within one week after written notice from E.B. Horn.
- d. Except as otherwise provided by this Judgment, all of the parties' remaining claims and counterclaims shall be dismissed with prejudice.
- e. Each party shall bear its own attorney's fees and costs, unless Jewelers intentionally and materially violates the terms of this Judgment in which event paragraphs b and c above shall determine what, if any, fees and costs Jewelers may become obligated to pay to E.B. Horn.

- f. This court retains jurisdiction over this matter for purposes of enforcing this Judgment.

THE E.B. HORN COMPANY
By its attorneys

HORN'S JEWELER, INC.,
By its attorney,

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Dated: November 7, 2016